

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF WEST VIRGINIA  
WHEELING DIVISION**

MARK MCEVOY, *et al.*,

Plaintiffs,

v.

DIVERSIFIED ENERGY COMPANY PLC,  
*et al.*,

Defendants.

Civil Action No. 5:22-cv-00171-JPB  
Judge John P. Bailey

**EQT DEFENDANTS' ANSWER AND AFFIRMATIVE DEFENSES  
TO PLAINTIFFS' THIRD AMENDED CLASS ACTION COMPLAINT**

Defendants EQT Production Company, EQT Gathering, LLC, and EQT Corporation (collectively, “EQT”<sup>1</sup>), by and through their undersigned counsel, file this Answer and Affirmative Defenses to the Third Amended Class Action Complaint filed by Plaintiffs Mark McEvoy, James Tawney and Susan Tawney, Samuel Stark, Susan Dennison, Mark Goff, and Carol DelRosso and George DelRosso, Benjamin Patterson, Chad Silvester, Clinton and Candace Drainer Irrevocable Trust, Eben Fritts and Eben Fritts, III, Heidi Deem, Jeffrey L. Saltis and Kellie D. Saltis, Lane Evans and Minerva Evans, Maynard Tanner and Jennifer Tanner, Joan Medley, Jacob Collette and Regina Collette, Scott Corcoran, Kathy Johnson, and Christine Cochran, individually and on behalf of a proposed class (collectively, “Plaintiffs”) (ECF No. 322) (the “TAC”). EQT answers the TAC as follows:

### **STATEMENT OF THE CASE**

1. The allegations contained in this paragraph and footnote 1 state legal conclusions to which no response is required. To the extent a response is required, EQT denies the allegations contained in this paragraph and accompanying footnote.

2. The allegations contained in this paragraph state legal conclusions to which no response is required. To the extent a response is required, EQT denies the allegations contained in this paragraph.

3. The allegations contained in this paragraph state legal conclusions to which no response is required. To the extent a response is required, EQT denies the allegations contained in this paragraph.

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<sup>1</sup>EQT Midstream Partners LP, EQT GP Holdings, LP, EQT Production HTW, LLC, EQT Energy, LLC, and EQT Investment Holdings, LLC have been dismissed from the case pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii). *See* ECF Nos. 98 and 350.

4. The allegations contained in this paragraph state legal conclusions to which no response is required. To the extent a response is required, EQT denies the allegations contained in this paragraph.

5. EQT admits that this case concerns transactions between Diversified and EQT that occurred in July 2018 and May 2020, but denies that such transactions were fraudulent or in any way unlawful.

6. EQT admits that Diversified paid EQT approximately \$642 million in exchange for approximately 12,000 gas wells. EQT denies the remaining allegations contained in this paragraph, including any allegations that the wells Diversified purchased were abandoned and/or only marginally productive and that Diversified incurred more than a billion dollars of EQT's obligations relating to those wells.

7. EQT admits that West Virginia law states that "Any well which is completed as a dry hole or which is not in use for a period of twelve consecutive months shall be presumed to have been abandoned and shall promptly be plugged by the operator in accordance with the provisions of this article, unless the operator furnishes satisfactory proof to the director that there is a bona fide future use for such well." W. Va. Code § 22-6-19. The remaining allegations contained in this paragraph state legal conclusions to which no response is required. To the extent a response is required, EQT denies the allegations contained in this paragraph.

8. To the extent Plaintiffs reference or rely on the Boettner Report, EQT denies the accuracy of the premises and conclusions in the report. To the extent Plaintiffs reference another specific document, EQT refers Plaintiffs to that document for its contents, which speaks for itself. EQT denies the remaining allegations contained in this paragraph and accompanying footnotes.

9. EQT denies the allegations in paragraph 9.

10. EQT admits that EQT booked the cost of plugging the transferred wells at \$200 million and Diversified valued the cost of plugging the transferred wells at \$26 million due to differences in business models that allow Diversified to plug wells at a substantially lower cost than other businesses. To the extent Plaintiffs reference a portion of the Boettner Report, EQT denies the accuracy of the premises and conclusions in the report. EQT denies the remaining allegations in this paragraph and its accompanying footnotes, implied or otherwise.

11. EQT avers that the Membership Interest Purchase Agreement, dated June 28, 2018, and the Purchase and Sale Agreement, dated May 11, 2020, (together, the “2018 and 2020 Transaction Documents”) speak for themselves with regard to the terms of the two transactions at issue and the benefits and consideration received by EQT through the transactions. To the extent the allegations in this paragraph are contrary to the terms of the 2018 and 2020 Transaction Documents, EQT denies the allegations. EQT further avers that it is without information sufficient to form a belief as to the remaining allegations regarding Diversified and, therefore, denies them.

12. EQT denies the allegations in paragraph 12.

13. EQT admits that Plaintiffs are seeking damages related to alleged obligations to plug and remediate the wells on Plaintiffs’ properties, but denies they are entitled to the relief sought or that any such obligation exists. EQT also admits that Plaintiffs additionally are seeking to void the July 2018 and May 2020 transactions between Diversified and EQT, but denies they are entitled to the relief sought. EQT denies the remaining allegations in this paragraph.

14. The allegations contained in this paragraph state legal conclusions to which no response is required. To the extent a response is required, EQT denies the allegations contained in this paragraph. EQT denies the remaining allegations in this paragraph.

15. EQT denies the allegations in paragraph 15.

16. EQT admits that certain Plaintiffs are seeking to enforce property rights, but denies that those Plaintiffs are entitled to the relief sought. The remaining allegations state legal conclusions to which no response is required. To the extent a response is required, EQT denies the remaining allegations in this paragraph.

17. EQT admits that the TAC was filed as a class action by the plaintiff class representatives described in the TAC, but denies that Plaintiffs are entitled to any relief, either in their individual capacities or as class representatives, and further deny that Plaintiffs are adequate class representatives pursuant to FRCP 23. The remaining allegations state legal conclusions to which no response is required. To the extent a response is required, EQT denies the remaining allegations in this paragraph and accompanying footnote.

#### **JURISDICTION AND VENUE**

18. The allegations in this paragraph state legal conclusions to which no response is required. To the extent a response is required, EQT denies the allegations in this paragraph. EQT is not contesting diversity jurisdiction at this time.

19. EQT is without sufficient knowledge or information to admit or deny the allegations in this paragraph, and therefore denies them.

20. EQT admits the allegations in paragraph 20.

21. EQT admits Plaintiffs seek damages related to the plugging and decommission of wells on their property, but denies Plaintiffs are entitled to the relief sought. EQT also denies that Plaintiffs' prospective classes are entitled to certification under the Federal Rules of Civil Procedure. EQT further denies that all of the relevant wells are abandoned under West Virginia law. EQT Production is without information sufficient to form a belief as to the amount that it will cost Diversified to plug any of the wells at issue and, therefore, denies Plaintiffs' allegations regarding plugging and abandonment costs and the amount in controversy. The remaining

allegations in this paragraph state legal conclusions to which no response is required. To the extent a response is required, EQT is without sufficient knowledge or information to admit or deny the remaining allegations in this paragraph, and therefore denies them.

22. The allegations in this paragraph state legal conclusions to which no response is required. To the extent a response is required, EQT admits that the actions alleged in the TAC occurred in this District but denies that any harm resulted from those actions. EQT is not contesting personal jurisdiction at this time.

23. The allegations in this paragraph state legal conclusions to which no response is required. To the extent a response is required, EQT is without sufficient knowledge or information to admit or deny the allegations in this paragraph, and therefore denies them. EQT is not contesting proper venue at this time.

#### **PARTIES**

24. EQT is without sufficient knowledge or information to admit or deny the allegations in this paragraph, and therefore denies them.

25. EQT is without sufficient knowledge or information to admit or deny the allegations in this paragraph, and therefore denies them.

26. EQT is without sufficient knowledge or information to admit or deny the allegations in this paragraph, and therefore denies them.

27. EQT is without sufficient knowledge or information to admit or deny the allegations in this paragraph, and therefore denies them.

28. EQT is without sufficient knowledge or information to admit or deny the allegations in this paragraph, and therefore denies them.

29. EQT is without sufficient knowledge or information to admit or deny the allegations in this paragraph, and therefore denies them.

30. EQT is without sufficient knowledge or information to admit or deny the allegations in this paragraph, and therefore denies them.

31. EQT is without sufficient knowledge or information to admit or deny the allegations in this paragraph, and therefore denies them.

32. EQT is without sufficient knowledge or information to admit or deny the allegations in this paragraph, and therefore denies them.

33. EQT admits the allegations in paragraph 33.

34. EQT affirmatively states that EQT Production Company HTW, LLC has been dismissed from the case pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii). *See* ECF 350. EQT denies the remaining allegations in this paragraph.

35. EQT affirmatively states that EQT Energy, LLC has been dismissed from the case pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii). *See* ECF 350. EQT admits the allegations in paragraph 35.

36. EQT affirmatively states that EQT Investment Holdings, LLC has been dismissed from the case pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii). *See* ECF 350. EQT admits that EQT Investment Holdings, LLC is a Delaware limited liability company. EQT denies that EQT Investment Holdings, LLC owns an interest in any oil and gas wells in West Virginia. EQT avers that EQT Investment Holdings, LLC is incorporated in Delaware and has a business office located in Nevada. EQT denies the remaining allegations in paragraph 36.

37. EQT admits the allegations in paragraph 37.

38. EQT affirmatively states that EQT Midstream Partners, LP f/k/a EQT Midstream Partners, LP has been dismissed from the case pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii). *See* ECF 98. EQT denies the remaining allegations in paragraph 38.

39. EQT affirmatively states that EQT Midstream Partners, LP f/k/a EQT Midstream Partners, LP has been dismissed from the case pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii). *See* ECF 98. EQT denies the remaining allegations in paragraph 39.

40. EQT affirmatively states that EQGP Holdings LP f/k/a EQT GP Holdings, LP has been dismissed from the case pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii). *See* ECF 98. EQT denies the remaining allegations in paragraph 40.

41. EQT admits the allegations in paragraph 41.

### **FACTS**

42. To the extent Plaintiffs reference or rely on the Boettner Report, EQT denies the accuracy of the premises and conclusions in the report. EQT admits the remaining allegations in this paragraph.

43. EQT admits the allegations in paragraph 43.

44. EQT admits that EQT valued the cost of plugging the transferred wells at \$200 million and Diversified valued the cost of plugging the transferred wells at \$26 million due to differences in business models that allow Diversified to plug wells at a substantially lower cost than other businesses. To the extent Plaintiffs reference or rely on a portion of the Boettner Report, EQT denies the accuracy of the premises and conclusions in the report. EQT denies the remaining allegations in this paragraph and its accompanying footnotes, implied or otherwise.

45. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them. EQT further denies that Ted Boettner is qualified as an expert on the issues relevant to this case. To the extent Plaintiffs reference or rely on a portion of the Boettner Report, EQT denies the accuracy of the premises and conclusions in the report.



46. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

47. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

48. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them. To the extent Plaintiffs reference or rely on a portion of the Boettner Report, EQT denies the accuracy of the premises and conclusions in the report.

49. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them. To the extent Plaintiffs reference or rely on a portion of the Boettner Report, EQT denies the accuracy of the premises and conclusions in the report.

50. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them. To the extent Plaintiffs reference or rely on a portion of the Boettner Report, EQT denies the accuracy of the premises and conclusions in the report.

51. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them. To the extent Plaintiffs reference or rely on a portion of the Boettner Report, EQT denies the accuracy of the premises and conclusions in the report.

52. EQT is without sufficient knowledge or information to admit or deny the allegations, and therefore denies them. To the extent Plaintiffs reference or rely on a portion of the Boettner Report, EQT denies the accuracy of the premises and conclusions in the report.

53. EQT admits the allegations in paragraph 53 but denies any implication that those allegations were unlawful. To the extent Plaintiffs reference or rely on a portion of the Boettner Report, EQT denies the accuracy of the premises and conclusions in the report.

54. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them. To the extent Plaintiffs quote or reference or rely on a portion of the Boettner Report, EQT denies the accuracy of the premises and conclusions in the report.

55. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

56. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them. To the extent Plaintiffs quote or reference or rely on a portion of the Boettner Report, EQT denies the accuracy of the premises and conclusions in the report. EQT denies the remaining allegations in this paragraph and accompanying footnote.

57. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph regarding the consent agreements between Diversified and state regulatory agencies, and therefore denies them. The remaining allegations in this paragraph and accompanying footnote state legal conclusions to which no response is required. To the extent a response is required, EQT denies the allegations in this paragraph and accompanying footnote. To the extent Plaintiffs quote or reference a portion of a specific document in footnote 21, EQT refers Plaintiffs to that document for its contents, which speaks for itself.

58. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph and accompanying footnote, and therefore denies them. To

the extent Plaintiffs quote or reference or rely on a portion of the Boettner Report, EQT denies the accuracy of the premises and conclusions in the report.

59. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph and accompanying footnote, and therefore denies them. To the extent Plaintiffs reference or rely on a portion of the Boettner Report, EQT denies the accuracy of the premises and conclusions in the report.

60. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them. To the extent Plaintiffs reference or rely on a portion of the Boettner Report, EQT denies the accuracy of the premises and conclusions in the report.

61. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph and accompanying footnote, and therefore denies them. To the extent Plaintiffs reference or rely on a portion of the Boettner Report, EQT denies the accuracy of the premises and conclusions in the report.

62. EQT is without sufficient knowledge or information to admit or deny the allegations in this paragraph, and therefore denies them.

63. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph and accompanying footnote, and therefore denies them. To the extent Plaintiffs reference or rely on a portion of the Boettner Report, EQT denies the accuracy of the premises and conclusions in the report.

64. EQT denies the allegations in paragraph 64.

65. EQT denies the allegations in paragraph 65.

66. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph and accompanying footnote, and therefore denies them. To the extent Plaintiffs reference or rely on a portion of the Boettner Report, EQT denies the accuracy of the premises and conclusions in the report.

67. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph and accompanying footnote, and therefore denies them. To the extent Plaintiffs reference or rely on a portion of the Boettner Report, EQT denies the accuracy of the premises and conclusions in the report.

68. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph and accompanying footnote, and therefore denies them. To the extent Plaintiffs reference or rely on a portion of the Boettner Report, EQT denies the accuracy of the premises and conclusions in the report.

69. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph and accompanying footnote, and therefore denies them. To the extent Plaintiffs reference or rely on a portion of the Boettner Report, EQT denies the accuracy of the premises and conclusions in the report.

70. EQT is without sufficient knowledge or information to admit or deny the allegations in this paragraph, and therefore denies them.

71. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph and accompanying footnote, and therefore denies them. To the extent Plaintiffs reference or rely on a portion of the Boettner Report, EQT denies the accuracy of the premises and conclusions in the report.

72. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph and accompanying footnote, and therefore denies them. To the extent Plaintiffs reference or rely on a portion of the Boettner Report, EQT denies the accuracy of the premises and conclusions in the report.

73. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

74. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph and accompanying footnote, and therefore denies them. To the extent Plaintiffs reference or rely on a portion of the Boettner Report, EQT denies the accuracy of the premises and conclusions in the report.

75. EQT is without sufficient knowledge or information to admit or deny the allegations in this paragraph, and therefore denies them.

76. EQT is without sufficient knowledge or information to admit or deny the allegations in this paragraph, and therefore denies them.

77. The allegations in this paragraph state legal conclusions to which no response is required. To the extent a response is required, EQT denies the allegations in this paragraph. EQT is without sufficient knowledge or information to admit or deny the remaining allegations in this paragraph, and therefore denies them.

78. EQT admits that West Virginia law states that “Any well which is completed as a dry hole or which is not in use for a period of twelve consecutive months shall be presumed to have been abandoned and shall promptly be plugged by the operator in accordance with the provisions of this article, unless the operator furnishes satisfactory proof to the director that there is a bona fide future use for such well.” W. Va. Code § 22-6-19. The remaining allegations

contained in this paragraph state legal conclusions to which no response is required. To the extent a response is required, EQT denies the allegations contained in this paragraph.

79. The allegations in this paragraph state legal conclusions to which no response is required. To the extent a response is required, EQT denies the allegations in this paragraph.

80. EQT is without sufficient knowledge or information to admit or deny the allegations in this paragraph, and therefore denies them.

81. EQT denies the allegations in paragraph 81.

82. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph and accompanying footnote, and therefore denies them. To the extent Plaintiffs reference or rely on a portion of the Boettner Report, EQT denies the accuracy of the premises and conclusions in the report.

#### **EQT'S ROLE: SHEDDING LIABILITIES**

83. EQT denies the allegations in paragraph 83 and accompanying footnote. To the extent Plaintiffs reference or rely on a portion of the Boettner Report, EQT denies the accuracy of the premises and conclusions in the report.

84. EQT admits the allegations in paragraph 84.

85. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph and accompanying footnote, and therefore denies them. To the extent Plaintiffs reference or rely on a portion of the Boettner Report, EQT denies the accuracy of the premises and conclusions in the report.

86. EQT is without sufficient knowledge or information to admit or deny the allegations in this paragraph, and therefore denies them.

87. EQT denies the allegations in paragraph 87.

88. Plaintiffs quote or reference documents, including EQT Corporation's Form 10-Q filing with the United States Securities and Exchange Commission for the Quarterly Period Ending September 30, 2018, and various transaction documents, which speak for themselves. To the extent Plaintiff's allegations are contrary to the plain language of those documents, EQT denies the allegations. EQT denies the remaining allegations in this paragraph, implied or otherwise.

89. To the extent Plaintiffs quote or reference a portion of a specific document, EQT refers Plaintiffs to that document for its contents, which speaks for itself. EQT denies the remaining allegations in this paragraph, implied or otherwise.

90. EQT denies the allegations in paragraph 90.

91. EQT denies the allegations in paragraph 91.

**THE FRAUDULENT NATURE OF DIVERSIFIED'S TRANSACTIONS WITH EQT  
WOULD COULD NOT REASONABLY BEEN KNOWN UNTIL RECENTLY**

92. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

93. EQT denies the allegations in paragraph 93. To the extent Plaintiffs reference or rely on a portion of the Boettner Report, EQT denies the accuracy of the premises and conclusions in the report.

94. EQT denies the allegations in paragraph 94.

95. EQT denies the allegations in paragraph 95.

96. To the extent Plaintiffs reference a portion of a specific document, EQT refers Plaintiffs to that document for its contents, which speaks for itself. EQT denies the remaining allegations in this paragraph.

97. EQT denies the allegations in paragraph 97. To the extent Plaintiffs reference or rely on a portion of the Boettner Report, EQT denies the accuracy of the premises and conclusions in the report.

#### **PLAINTIFFS' SPECIFIC ALLEGATIONS**

98. The allegations in this paragraph state legal conclusions to which no response is required. To the extent a response is required, EQT denies the allegations in this paragraph.

99. The allegations in this paragraph state legal conclusions to which no response is required. To the extent a response is required, EQT denies the allegations in this paragraph.

100. EQT admits that Plaintiffs seek to have each nonproducing well site to be fully plugged and reclaimed but denies Plaintiffs are entitled to the relief sought. EQT is without sufficient knowledge or information to admit or deny the remaining allegations in this paragraph, and therefore denies them.

101. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

102. The allegations in this paragraph state legal conclusions to which no response is required. To the extent a response is required, EQT denies the allegations in this paragraph.

103. The allegations in this paragraph state legal conclusions to which no response is required. To the extent a response is required, EQT denies the allegations in this paragraph.

104. EQT admits that Plaintiffs seek to recover costs related to plugging the relevant wells, removing natural gas drilling equipment, waste, and other objects and materials, and remediating the well sites, but denies Plaintiffs are entitled to the relief sought. The remaining allegations in this paragraph state legal conclusions to which no response is required. To the extent a response is required, EQT denies the remaining allegations in this paragraph.



105. EQT is without sufficient knowledge or information to admit or deny the allegations in this paragraph, and therefore denies them.

**Plaintiff Mark McEvoy**

106. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

107. To the extent Plaintiffs reference a portion of a specific document, EQT refers Plaintiffs to that document for its contents, which speaks for itself. EQT is without sufficient knowledge or information to admit or deny the remaining allegations contained in this paragraph, and therefore denies them.

108. On information and belief, EQT admits the allegations in paragraph 108.

109. On information and belief, EQT admits the allegations in paragraph 109.

110. EQT avers that the 2018 and 2020 Transaction Documents speak for themselves. To the extent the allegations in this paragraph are contrary to the terms of the 2018 and 2020 Transaction Documents, EQT denies the allegations.

111. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

112. To the extent Plaintiffs reference a portion of a specific document, EQT refers Plaintiffs to that document for its contents, which speaks for itself. EQT is without sufficient knowledge or information to admit or deny the remaining allegations contained in this paragraph, and therefore denies them.

113. EQT is without sufficient knowledge or information as to various property or contract rights that McEvoy may have acquired that entitle him to royalties or other compensation for gas production from the subject property and, therefore, denies the allegations in this paragraph.

114. To the extent Plaintiffs reference a portion of a specific document, EQT refers Plaintiffs to that document for its contents, which speaks for itself. EQT is without sufficient knowledge or information to admit or deny the remaining allegations contained in this paragraph, and therefore denies them.

115. To the extent Plaintiffs reference a portion of a specific document, EQT refers Plaintiffs to that document for its contents, which speaks for itself. EQT is without sufficient knowledge or information to admit or deny the remaining allegations contained in this paragraph, and therefore denies them.

116. To the extent Plaintiffs reference a portion of a specific document, EQT refers Plaintiffs to that document for its contents, which speaks for itself. EQT is without sufficient knowledge or information to admit or deny the remaining allegations contained in this paragraph, and therefore denies them.

117. EQT denies the allegations as stated in paragraph 117.

118. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

119. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

120. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

121. To the extent Plaintiffs reference a portion of a specific document, EQT refers Plaintiffs to that document for its contents, which speaks for itself. EQT is without sufficient knowledge or information to admit or deny the remaining allegations contained in this paragraph, and therefore denies them.

122. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

123. The allegations in this paragraph state legal conclusions to which no response is required. To the extent a response is required, EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

**Plaintiffs James and Susan Tawney**

124. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

125. To the extent Plaintiffs reference a portion of a specific document, EQT refers Plaintiffs to that document for its contents, which speaks for itself. EQT is without sufficient knowledge or information to admit or deny the remaining allegations contained in this paragraph, and therefore denies them.

126. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

127. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

128. EQT avers that the 2018 and 2020 Transaction Documents speak for themselves with regard to the terms of the two transactions at issue. To the extent the allegations in this paragraph are contrary to the terms of the 2018 and 2020 Transaction Documents, EQT denies the allegations.

129. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

130. To the extent Plaintiffs reference a portion of a specific document, EQT refers Plaintiffs to that document for its contents, which speaks for itself. EQT is without sufficient

knowledge or information to admit or deny the remaining allegations contained in this paragraph, and therefore denies them.

131. To the extent Plaintiffs reference a portion of a specific document, EQT refers Plaintiffs to that document for its contents, which speaks for itself. EQT is without sufficient knowledge or information to admit or deny the remaining allegations contained in this paragraph, and therefore denies them.

132. To the extent Plaintiffs reference a portion of a specific document, EQT refers Plaintiffs to that document for its contents, which speaks for itself. EQT is without sufficient knowledge or information to admit or deny the remaining allegations contained in this paragraph, and therefore denies them.

133. To the extent Plaintiffs reference a portion of a specific document, EQT refers Plaintiffs to that document for its contents, which speaks for itself. EQT is without sufficient knowledge or information to admit or deny the remaining allegations contained in this paragraph, and therefore denies them.

134. EQT denies the allegations as stated.

135. To the extent Plaintiffs reference a portion of a specific document, EQT refers Plaintiffs to that document for its contents, which speaks for itself. EQT is without sufficient knowledge or information to admit or deny the remaining allegations contained in this paragraph, and therefore denies them.

136. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

137. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

138. EQT denies that the well is abandoned and that there is no bona fide future use for the well. EQT is without sufficient knowledge or information to admit or deny the remaining allegations contained in this paragraph, and therefore denies them.

139. To the extent Plaintiffs reference a portion of a specific document, EQT refers Plaintiffs to that document for its contents, which speaks for itself. The remaining allegations in this paragraph state legal conclusions to which no response is required. To the extent a response is required, EQT denies the remaining allegations in this paragraph.

140. The allegations in this paragraph state legal conclusions to which no response is required. To the extent a response is required, EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

**Plaintiff Samuel Stark**

141. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

142. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

143. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

144. EQT is without sufficient knowledge or information to admit or deny the allegations in this paragraph, and therefore denies them.

145. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

146. To the extent Plaintiffs reference a portion of a specific document, EQT refers Plaintiffs to that document for its contents, which speaks for itself. EQT is without sufficient

knowledge or information to admit or deny the remaining allegations in this paragraph, and therefore denies them.

147. EQT is without sufficient knowledge or information to form a belief as to various property or contract rights that Mr. Stark may have acquired that entitle him to royalties or other compensation for gas production from the subject property, and therefore denies the allegations in this paragraph.

148. To the extent Plaintiffs reference a portion of a specific document, EQT refers Plaintiffs to that document for its contents, which speaks for itself. EQT is without sufficient knowledge or information to admit or deny the remaining allegations in this paragraph, and therefore denies them.

149. To the extent Plaintiffs reference a portion of a specific document, EQT refers Plaintiffs to that document for its contents, which speaks for itself. EQT is without sufficient knowledge or information to admit or deny the remaining allegations in this paragraph, and therefore denies them.

150. To the extent Plaintiffs reference a portion of a specific document, EQT refers Plaintiffs to that document for its contents, which speaks for itself. EQT is without sufficient knowledge or information to admit or deny the remaining allegations contained in this paragraph, and therefore denies them.

151. EQT is without sufficient knowledge or information to admit or deny the allegations in this paragraph, and therefore denies them.

152. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

153. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

154. EQT is without sufficient knowledge or information to admit or deny the allegations in this paragraph, and therefore denies them.

155. To the extent Plaintiffs reference a portion of a specific document, EQT refers Plaintiffs to that document for its contents, which speaks for itself. The remaining allegations state a legal conclusion to which no response is required. To the extent a response is required, EQT denies the allegations.

156. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

157. The allegations in this paragraph state legal conclusions to which no response is required. To the extent a response is required, EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

**Plaintiff Susan Dennison**

158. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

159. To the extent Plaintiffs reference a portion of a specific document, EQT refers Plaintiffs to that document for its contents, which speaks for itself. EQT is without sufficient knowledge or information to admit or deny the remaining allegations contained in this paragraph, and therefore denies them.

160. EQT is without knowledge or information sufficient to admit or deny the allegations in this paragraph, and therefore denies them.

161. EQT is without knowledge or information sufficient to admit or deny the allegations in this paragraph, and therefore denies them.

162. EQT is without information or knowledge sufficient to admit or deny the allegations in this paragraph, and therefore denies them.

163. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

164. To the extent Plaintiffs reference a portion of a specific document, EQT refers Plaintiffs to that document for its contents, which speaks for itself. EQT is without sufficient knowledge or information to admit or deny the remaining allegations contained in this paragraph, and therefore denies them.

165. EQT is without sufficient knowledge or information to form a belief as to various property or contract rights that Dennison may have acquired that entitle her to royalties or other compensation for gas production from the subject property, and therefore denies the allegations in this paragraph.

166. To the extent Plaintiffs reference a portion of a specific document, EQT refers Plaintiffs to that document for its contents, which speaks for itself. EQT is without sufficient knowledge or information to admit or deny the remaining allegations contained in this paragraph, and therefore denies them.

167. To the extent Plaintiffs reference a portion of a specific document, EQT refers Plaintiffs to that document for its contents, which speaks for itself. EQT is without sufficient knowledge or information to admit or deny the remaining allegations contained in this paragraph, and therefore denies them.

168. To the extent Plaintiffs reference a portion of a specific document, EQT refers Plaintiffs to that document for its contents, which speaks for itself. EQT is without sufficient



knowledge or information to admit or deny the remaining allegations contained in this paragraph, and therefore denies them.

169. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

170. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

171. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

172. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

173. To the extent Plaintiffs reference a portion of a specific document, EQT refers Plaintiffs to that document for its contents, which speaks for itself. EQT is without sufficient knowledge or information to admit or deny the remaining allegations contained in this paragraph, and therefore denies them.

174. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

175. The allegations in this paragraph state legal conclusions to which no response is required. To the extent a response is required, EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

**Plaintiff Mark Goff**

176. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

177. EQT is without sufficient knowledge or information to admit or deny the allegations in this paragraph, and therefore denies them.

178. EQT is without sufficient knowledge or information to admit or deny the allegations in this paragraph, and therefore denies them.

179. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

180. To the extent Plaintiffs reference a portion of a specific document, EQT refers Plaintiffs to that document for its contents, which speaks for itself. EQT is without sufficient knowledge or information to admit or deny the remaining allegations contained in this paragraph, and therefore denies them.

181. EQT is without sufficient knowledge or information to deny the allegations in this paragraph, and therefore denies them.

182. EQT is without sufficient knowledge or information to form a belief as to various property or contract rights that Goff may have acquired that entitle him to royalties or other compensation for gas production from the subject property, and therefore denies the allegations in this paragraph.

183. To the extent Plaintiffs reference a portion of a specific document, EQT refers Plaintiffs to that document for its contents, which speaks for itself. EQT is without sufficient knowledge or information to admit or deny the remaining allegations contained in this paragraph, and therefore denies them.

184. To the extent Plaintiffs reference a portion of a specific document, EQT refers Plaintiffs to that document for its contents, which speaks for itself. EQT is without sufficient knowledge or information to admit or deny the remaining allegations contained in this paragraph, and therefore denies them.

185. To the extent Plaintiffs reference a portion of a specific document, EQT refers Plaintiffs to that document for its contents, which speaks for itself. EQT is without sufficient knowledge or information to admit or deny the remaining allegations contained in this paragraph, and therefore denies them.

186. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

187. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

188. EQT is without sufficient knowledge or information to admit or deny the allegations in this paragraph, and therefore denies them.

189. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

190. To the extent Plaintiffs reference a portion of a specific document, EQT refers Plaintiffs to that document for its contents, which speaks for itself. EQT is without sufficient knowledge or information to admit or deny the remaining allegations contained in this paragraph, and therefore denies them.

191. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

192. The allegations in this paragraph state legal conclusions to which no response is required. To the extent a response is required, EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

**Plaintiffs Carol and George DelRosso**

193. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

194. To the extent Plaintiffs reference a portion of a specific document, EQT refers Plaintiffs to that document for its contents, which speaks for itself. EQT is without sufficient knowledge or information to admit or deny the remaining allegations contained in this paragraph, and therefore denies them.

195. EQT is without sufficient knowledge or information to admit or deny the allegations in this paragraph, and therefore denies them.

196. EQT is without sufficient knowledge or information to admit or deny the allegations in this paragraph, and therefore denies them.

197. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

198. To the extent Plaintiffs reference a portion of a specific document, EQT refers Plaintiffs to that document for its contents, which speaks for itself. EQT is without sufficient knowledge or information to admit or deny the remaining allegations contained in this paragraph, and therefore denies them.

199. EQT is without sufficient knowledge or information to admit or deny the allegations in this paragraph, and therefore denies them.

200. To the extent Plaintiffs reference a portion of a specific document, EQT refers Plaintiffs to that document for its contents, which speaks for itself. EQT is without sufficient knowledge or information to admit or deny the remaining allegations contained in this paragraph, and therefore denies them.

201. To the extent Plaintiffs reference a portion of a specific document, EQT refers Plaintiffs to that document for its contents, which speaks for itself. EQT is without sufficient

knowledge or information to admit or deny the remaining allegations contained in this paragraph, and therefore denies them.

202. To the extent Plaintiffs reference a portion of a specific document, EQT refers Plaintiffs to that document for its contents, which speaks for itself. EQT is without sufficient knowledge or information to admit or deny the remaining allegations contained in this paragraph, and therefore denies them.

203. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

204. To the extent Plaintiffs reference a portion of a specific document, EQT refers Plaintiffs to that document for its contents, which speaks for itself. EQT is without sufficient knowledge or information to admit or deny the remaining allegations contained in this paragraph, and therefore denies them.

205. EQT is without sufficient knowledge or information to admit or deny the allegations this paragraph, and therefore denies them.

206. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

207. To the extent Plaintiffs reference a portion of a specific document, EQT refers Plaintiffs to that document for its contents, which speaks for itself. EQT is without sufficient knowledge or information to admit or deny the remaining allegations contained in this paragraph, and therefore denies them.

208. EQT denies the well is abandoned or that there is no bona fide future use for that well. EQT is without sufficient knowledge or information to admit or deny the remaining allegations contained in this paragraph, and therefore denies them.

209. The allegations in this paragraph state legal conclusions to which no response is required. To the extent a response is required, EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

**Plaintiff Benjamin Patterson**

210. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

211. To the extent Plaintiffs reference a portion of a specific document, EQT refers Plaintiffs to that document for its contents, which speaks for itself. EQT is without sufficient knowledge or information to admit or deny the remaining allegations contained in this paragraph, and therefore denies them.

212. EQT is without sufficient knowledge or information to admit or deny the allegations in this paragraph, and therefore denies them.

213. EQT is without sufficient knowledge or information to admit or deny the allegations in this paragraph, and therefore denies them.

214. The allegations in this paragraph state legal conclusions to which no response is required. To the extent a response is required, EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

215. To the extent Plaintiffs reference a portion of a specific document, EQT refers Plaintiffs to that document for its contents, which speaks for itself. EQT is without sufficient knowledge or information to admit or deny the remaining allegations contained in this paragraph, and therefore denies them.

216. To the extent Plaintiffs reference a portion of a specific document, EQT refers Plaintiffs to that document for its contents, which speaks for itself. EQT is without sufficient

knowledge or information to admit or deny the remaining allegations contained in this paragraph, and therefore denies them.

217. To the extent Plaintiffs reference a portion of a specific document, EQT refers Plaintiffs to that document for its contents, which speaks for itself. EQT is without sufficient knowledge or information to admit or deny the remaining allegations contained in this paragraph, and therefore denies them.

218. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

219. EQT is without sufficient knowledge or information to admit or deny the allegations in this paragraph, and therefore denies them.

220. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

221. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

222. EQT is without sufficient knowledge or information to admit or deny the allegations in this paragraph, and therefore denies them.

223. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

224. EQT is without sufficient knowledge or information to admit or deny the allegations in this paragraph, and therefore denies them.

225. To the extent Plaintiffs reference a portion of a specific document, EQT refers Plaintiffs to that document for its contents, which speaks for itself. EQT is without sufficient

knowledge or information to admit or deny the remaining allegations contained in this paragraph, and therefore denies them.

226. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

227. The allegations in this paragraph state legal conclusions to which no response is required. To the extent a response is required, EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

228. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

229. EQT is without sufficient knowledge or information to admit or deny the allegations in this paragraph, and therefore denies them.

230. EQT is without sufficient knowledge or information to admit or deny the allegations in this paragraph, and therefore denies them.

231. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

232. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

233. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

234. The allegations in this paragraph state legal conclusions to which no response is required. To the extent a response is required, EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.



**Plaintiff Chad Silvester**

235. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

236. To the extent Plaintiffs reference a portion of a specific document, EQT refers Plaintiffs to that document for its contents, which speaks for itself. EQT is without sufficient knowledge or information to admit or deny the remaining allegations contained in this paragraph, and therefore denies them.

237. EQT is without sufficient knowledge or information to form a belief as to various property or contract rights that Silvester may have acquired that entitle him to royalties or other compensation for gas production from the subject property, and therefore denies the allegations in this paragraph.

238. EQT is without sufficient knowledge or information to admit or deny the remaining allegations contained in this paragraph, and therefore denies them.

239. EQT is without sufficient knowledge or information to admit or deny the remaining allegations contained in this paragraph, and therefore denies them.

240. To the extent Plaintiffs reference a portion of a specific document, EQT refers Plaintiffs to that document for its contents, which speaks for itself. EQT is without sufficient knowledge or information to admit or deny the remaining allegations contained in this paragraph, and therefore denies them.

241. To the extent Plaintiffs reference a portion of a specific document, EQT refers Plaintiffs to that document for its contents, which speaks for itself. EQT is without sufficient knowledge or information to admit or deny the remaining allegations contained in this paragraph, and therefore denies them.

242. To the extent Plaintiffs reference a portion of a specific document, EQT refers Plaintiffs to that document for its contents, which speaks for itself. EQT is without sufficient knowledge or information to admit or deny the remaining allegations contained in this paragraph, and therefore denies them.

243. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

244. EQT is without sufficient knowledge or information to admit or deny the remaining allegations contained in this paragraph, and therefore denies them.

245. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

246. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

247. EQT is without sufficient knowledge or information to admit or deny the remaining allegations contained in this paragraph, and therefore denies them.

248. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

249. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

250. To the extent Plaintiffs reference a portion of a specific document, EQT refers Plaintiffs to that document for its contents, which speaks for itself. EQT is without sufficient knowledge or information to admit or deny the remaining allegations contained in this paragraph, and therefore denies them.

251. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

252. The allegations in this paragraph state legal conclusions to which no response is required. To the extent a response is required, EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

**Plaintiff Clinton and Candace Drainer Irrevocable Trust**

253. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

254. To the extent Plaintiffs reference a portion of a specific document, EQT refers Plaintiffs to that document for its contents, which speaks for itself. EQT is without sufficient knowledge or information to admit or deny the remaining allegations contained in this paragraph, and therefore denies them.

255. EQT is without sufficient knowledge or information to form a belief as to various property or contract rights that Drainer may have acquired that entitle him to royalties or other compensation for gas production from the subject property, and therefore denies the allegations in this paragraph.

256. EQT is without sufficient information or knowledge to admit or deny the allegations in this paragraph, and therefore denies them.

257. EQT is without sufficient information or knowledge to admit or deny the allegations in this paragraph, and therefore denies them.

258. EQT is without sufficient information or knowledge to admit or deny the allegations in this paragraph, and therefore denies them.

259. EQT is without sufficient information or knowledge to admit or deny the allegations in this paragraph, and therefore denies them.

260. To the extent Plaintiffs reference a portion of a specific document, EQT refers Plaintiffs to that document for its contents, which speaks for itself. EQT is without sufficient knowledge or information to admit or deny the remaining allegations contained in this paragraph, and therefore denies them.

261. To the extent Plaintiffs reference a portion of a specific document, EQT refers Plaintiffs to that document for its contents, which speaks for itself. EQT is without sufficient knowledge or information to admit or deny the remaining allegations contained in this paragraph, and therefore denies them.

262. To the extent Plaintiffs reference a portion of a specific document, EQT refers Plaintiffs to that document for its contents, which speaks for itself. EQT is without sufficient knowledge or information to admit or deny the remaining allegations contained in this paragraph, and therefore denies them.

263. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

264. EQT is without sufficient information or knowledge to admit or deny the allegations in this paragraph, and therefore denies them.

265. To the extent Plaintiffs reference a portion of a specific document, EQT refers Plaintiffs to that document for its contents, which speaks for itself. EQT is without sufficient knowledge or information to admit or deny the remaining allegations contained in this paragraph, and therefore denies them.

266. To the extent Plaintiffs reference a portion of a specific document, EQT refers Plaintiffs to that document for its contents, which speaks for itself. EQT is without sufficient

knowledge or information to admit or deny the remaining allegations contained in this paragraph, and therefore denies them.

267. To the extent Plaintiffs reference a portion of a specific document, EQT refers Plaintiffs to that document for its contents, which speaks for itself. EQT is without sufficient knowledge or information to admit or deny the remaining allegations contained in this paragraph, and therefore denies them.

268. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

269. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

270. EQT is without sufficient information or knowledge to admit or deny the allegations in this paragraph, and therefore denies them.

271. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

272. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

273. EQT is without sufficient information or knowledge to admit or deny the allegations in this paragraph, and therefore denies them.

274. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

275. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

276. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

277. The allegations in this paragraph state legal conclusions to which no response is required. To the extent a response is required, EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

278. To the extent Plaintiffs reference a portion of a specific document, EQT refers Plaintiffs to that document for its contents, which speaks for itself. EQT is without sufficient knowledge or information to admit or deny the remaining allegations contained in this paragraph, and therefore denies them.

279. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

280. The allegations in this paragraph state legal conclusions to which no response is required. To the extent a response is required, EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

**Plaintiffs Eben Fritts and Eben Fritts, III**

281. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

282. EQT is without sufficient information or knowledge to admit or deny the allegations in this paragraph, and therefore denies them.

283. EQT is without sufficient information or knowledge to admit or deny the allegations in this paragraph, and therefore denies them.

284. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

285. To the extent Plaintiffs reference a portion of a specific document, EQT refers Plaintiffs to that document for its contents, which speaks for itself. EQT is without sufficient knowledge or information to admit or deny the remaining allegations contained in this paragraph, and therefore denies them.

286. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

287. To the extent Plaintiffs reference a portion of a specific document, EQT refers Plaintiffs to that document for its contents, which speaks for itself. EQT is without sufficient knowledge or information to admit or deny the remaining allegations contained in this paragraph, and therefore denies them.

288. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

289. EQT is without sufficient information or knowledge to admit or deny the allegations in this paragraph, and therefore denies them.

290. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

291. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

292. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

293. EQT is without sufficient information or knowledge to admit or deny the allegations in this paragraph, and therefore denies them.

294. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

295. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

296. The allegations in this paragraph state legal conclusions to which no response is required. To the extent a response is required, EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

297. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

298. The allegations in this paragraph state legal conclusions to which no response is required. To the extent a response is required, EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

299. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

300. The allegations in this paragraph state legal conclusions to which no response is required. To the extent a response is required, EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

**Plaintiff Heidi Deem**

301. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

302. To the extent Plaintiffs reference a portion of a specific document, EQT refers Plaintiffs to that document for its contents, which speaks for itself. EQT is without sufficient knowledge or information to admit or deny the remaining allegations contained in this paragraph, and therefore denies them.



303. EQT is without sufficient knowledge or information to form a belief as to various property or contract rights that Deem may have acquired that entitle her to royalties or other compensation for gas production from the subject property, and therefore denies the allegations in this paragraph.

304. EQT is without sufficient knowledge or information to admit or deny the allegations in this paragraph, and therefore denies them.

305. EQT is without sufficient knowledge or information to admit or deny the allegations in this paragraph, and therefore denies them.

306. To the extent Plaintiffs reference a portion of a specific document, EQT refers Plaintiffs to that document for its contents, which speaks for itself. EQT is without sufficient knowledge or information to admit or deny the remaining allegations contained in this paragraph, and therefore denies them.

307. To the extent Plaintiffs reference a portion of a specific document, EQT refers Plaintiffs to that document for its contents, which speaks for itself. EQT is without sufficient knowledge or information to admit or deny the remaining allegations contained in this paragraph, and therefore denies them.

308. To the extent Plaintiffs reference a portion of a specific document, EQT refers Plaintiffs to that document for its contents, which speaks for itself. EQT is without sufficient knowledge or information to admit or deny the remaining allegations contained in this paragraph, and therefore denies them.

309. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

310. EQT is without sufficient knowledge or information to admit or deny the allegations in this paragraph, and therefore denies them.

311. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

312. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

313. EQT is without sufficient knowledge or information to admit or deny the allegations in this paragraph, and therefore denies them.

314. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

315. To the extent Plaintiffs reference a portion of a specific document, EQT refers Plaintiffs to that document for its contents, which speaks for itself. EQT is without sufficient knowledge or information to admit or deny the remaining allegations contained in this paragraph, and therefore denies them.

316. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

317. The allegations in this paragraph state legal conclusions to which no response is required. To the extent a response is required, EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

**Plaintiffs Jeffrey L. and Kellie D. Saltis**

318. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

319. To the extent Plaintiffs reference a portion of a specific document, EQT refers Plaintiffs to that document for its contents, which speaks for itself. EQT is without sufficient

knowledge or information to admit or deny the remaining allegations contained in this paragraph, and therefore denies them.

320. EQT is without sufficient knowledge or information to form a belief as to various property or contract rights that the Saltises may have acquired that entitle them to royalties or other compensation for gas production from the subject property, and therefore denies the allegations in this paragraph.

321. EQT is without sufficient knowledge and information to admit or deny the allegations in this paragraph, and therefore denies them.

322. EQT is without sufficient knowledge and information to admit or deny the allegations in this paragraph, and therefore denies them.

323. To the extent Plaintiffs reference a portion of a specific document, EQT refers Plaintiffs to that document for its contents, which speaks for itself. EQT is without sufficient knowledge or information to admit or deny the remaining allegations contained in this paragraph, and therefore denies them.

324. To the extent Plaintiffs reference a portion of a specific document, EQT refers Plaintiffs to that document for its contents, which speaks for itself. EQT is without sufficient knowledge or information to admit or deny the remaining allegations contained in this paragraph, and therefore denies them.

325. To the extent Plaintiffs reference a portion of a specific document, EQT refers Plaintiffs to that document for its contents, which speaks for itself. EQT is without sufficient knowledge or information to admit or deny the remaining allegations contained in this paragraph, and therefore denies them.

326. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

327. EQT is without sufficient knowledge and information to admit or deny the allegations in this paragraph, and therefore denies them.

328. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

329. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

330. EQT is without sufficient knowledge and information to admit or deny the allegations in this paragraph, and therefore denies them.

331. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

332. To the extent Plaintiffs reference a portion of a specific document, EQT refers Plaintiffs to that document for its contents, which speaks for itself. EQT is without sufficient knowledge or information to admit or deny the remaining allegations contained in this paragraph, and therefore denies them.

333. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

334. The allegations in this paragraph state legal conclusions to which no response is required. To the extent a response is required, EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

**Plaintiffs Lane and Minerva Evans**

335. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

336. EQT is without sufficient knowledge and information to admit or deny the allegations in this paragraph, and therefore denies them.

337. EQT is without sufficient knowledge and information to admit or deny the allegations in this paragraph, and therefore denies them.

338. To the extent Plaintiffs reference a portion of a specific document, EQT refers Plaintiffs to that document for its contents, which speaks for itself. EQT is without sufficient knowledge or information to admit or deny the remaining allegations contained in this paragraph, and therefore denies them.

339. To the extent Plaintiffs reference a portion of a specific document, EQT refers Plaintiffs to that document for its contents, which speaks for itself. EQT is without sufficient knowledge or information to admit or deny the remaining allegations contained in this paragraph, and therefore denies them.

340. To the extent Plaintiffs reference a portion of a specific document, EQT refers Plaintiffs to that document for its contents, which speaks for itself. EQT is without sufficient knowledge or information to admit or deny the remaining allegations contained in this paragraph, and therefore denies them.

341. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

342. EQT is without sufficient knowledge and information to admit or deny the allegations in this paragraph, and therefore denies them.

343. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

344. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

345. EQT is without sufficient knowledge and information to admit or deny the allegations in this paragraph, and therefore denies them.

346. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

347. To the extent Plaintiffs reference a portion of a specific document, EQT refers Plaintiffs to that document for its contents, which speaks for itself. EQT is without sufficient knowledge or information to admit or deny the remaining allegations contained in this paragraph, and therefore denies them.

348. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

349. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

350. The allegations in this paragraph state legal conclusions to which no response is required. To the extent a response is required, EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

**Plaintiffs Maynard and Jennifer Tanner**

351. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

352. To the extent Plaintiffs reference a portion of a specific document, EQT refers Plaintiffs to that document for its contents, which speaks for itself. EQT is without sufficient knowledge or information to admit or deny the remaining allegations contained in this paragraph, and therefore denies them.

353. EQT is without sufficient knowledge or information to form a belief as to various property or contract rights that the Tanners may have acquired that entitle them to royalties or other compensation for gas production from the subject property, and therefore denies the allegations.

354. EQT is without sufficient knowledge or information to admit or deny the allegations in this paragraph, and therefore denies them.

355. EQT is without sufficient knowledge or information to admit or deny the allegations in this paragraph, and therefore denies them.

356. To the extent Plaintiffs reference a portion of a specific document, EQT refers Plaintiffs to that document for its contents, which speaks for itself. EQT is without sufficient knowledge or information to admit or deny the remaining allegations contained in this paragraph, and therefore denies them.

357. To the extent Plaintiffs reference a portion of a specific document, EQT refers Plaintiffs to that document for its contents, which speaks for itself. EQT is without sufficient knowledge or information to admit or deny the remaining allegations contained in this paragraph, and therefore denies them.

358. To the extent Plaintiffs reference a portion of a specific document, EQT refers Plaintiffs to that document for its contents, which speaks for itself. EQT is without sufficient knowledge or information to admit or deny the remaining allegations contained in this paragraph, and therefore denies them.

359. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

360. EQT is without sufficient knowledge or information to admit or deny the allegations in this paragraph, and therefore denies them.

361. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

362. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

363. EQT is without sufficient knowledge or information to admit or deny the allegations in this paragraph, and therefore denies them.

364. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

365. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

366. To the extent Plaintiffs reference a portion of a specific document, EQT refers Plaintiffs to that document for its contents, which speaks for itself. EQT is without sufficient knowledge or information to admit or deny the remaining allegations contained in this paragraph, and therefore denies them.

367. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

368. The allegations in this paragraph state legal conclusions to which no response is required. To the extent a response is required, EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

**Plaintiff Joan Medley**

369. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.



370. To the extent Plaintiffs reference a portion of a specific document, EQT refers Plaintiffs to that document for its contents, which speaks for itself. EQT is without sufficient knowledge or information to admit or deny the remaining allegations contained in this paragraph, and therefore denies them.

371. EQT is without sufficient knowledge or information to form a belief as to various property or contract rights that Medley may have acquired that entitle her to royalties or other compensation for gas production from the subject property, and therefore denies the allegations in this paragraph.

372. EQT is without sufficient knowledge or information to admit or deny the allegations in this paragraph, and therefore denies them.

373. EQT is without sufficient knowledge or information to admit or deny the allegations in this paragraph, and therefore denies them.

374. EQT is without sufficient knowledge or information to admit or deny the allegations in this paragraph, and therefore denies them.

375. To the extent Plaintiffs reference a portion of a specific document, EQT refers Plaintiffs to that document for its contents, which speaks for itself. EQT is without sufficient knowledge or information to admit or deny the remaining allegations contained in this paragraph, and therefore denies them.

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**Plaintiffs Jacob and Regina Collette**

396. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

397. To the extent Plaintiffs reference a portion of a specific document, EQT refers Plaintiffs to that document for its contents, which speaks for itself. EQT is without sufficient knowledge or information to admit or deny the remaining allegations contained in this paragraph, and therefore denies them.

398. EQT is without sufficient knowledge and information to form a belief as to various property or contract rights that the Collettes may have acquired that entitle them to royalties or other compensation for gas production from the subject property, and therefore denies the allegations in this paragraph.

399. EQT is without sufficient knowledge or information to admit or deny the remaining allegations contained in this paragraph, and therefore denies them.

400. EQT is without sufficient knowledge or information to admit or deny the remaining allegations contained in this paragraph, and therefore denies them.

401. To the extent Plaintiffs reference a portion of a specific document, EQT refers Plaintiffs to that document for its contents, which speaks for itself. EQT is without sufficient

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**Plaintiff Scott Corcoran**

414. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

415. To the extent Plaintiffs reference a portion of a specific document, EQT refers Plaintiffs to that document for its contents, which speaks for itself. EQT is without sufficient knowledge or information to admit or deny the remaining allegations contained in this paragraph, and therefore denies them.

416. EQT is without sufficient knowledge or information to form a belief as to various property or contract rights that Corcoran may have acquired that entitle him to royalties or other compensation for gas production from the subject property, and therefore denies the allegations in this paragraph.

417. EQT is without sufficient knowledge or information to admit or deny the remaining allegations contained in this paragraph, and therefore denies them.

418. EQT is without sufficient knowledge or information to admit or deny the remaining allegations contained in this paragraph, and therefore denies them.

419. To the extent Plaintiffs reference a portion of a specific document, EQT refers Plaintiffs to that document for its contents, which speaks for itself. EQT is without sufficient knowledge or information to admit or deny the remaining allegations contained in this paragraph, and therefore denies them.

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440. The allegations in this paragraph state legal conclusions to which no response is required. To the extent a response is required, EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

**Plaintiff Kathy Johnson**

441. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

442. To the extent Plaintiffs reference a portion of a specific document, EQT refers Plaintiffs to that document for its contents, which speaks for itself. EQT is without sufficient knowledge or information to admit or deny the remaining allegations contained in this paragraph, and therefore denies them.

443. EQT is without sufficient knowledge or information to form a belief as to various property or contract rights that Johnson may have acquired that entitle her to royalties or other compensation for gas production from the subject property, and therefore deny the allegations in this paragraph.

444. EQT is without sufficient knowledge or information to admit or deny the allegations in this paragraph, and therefore denies them.

445. EQT is without sufficient knowledge or information to admit or deny the allegations in this paragraph, and therefore denies them.

446. To the extent Plaintiffs reference a portion of a specific document, EQT refers Plaintiffs to that document for its contents, which speaks for itself. EQT is without sufficient knowledge or information to admit or deny the remaining allegations contained in this paragraph, and therefore denies them.

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457. The allegations in this paragraph state legal conclusions to which no response is required. To the extent a response is required, EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

**Plaintiff Christine Cochran**

458. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

459. To the extent Plaintiffs reference a portion of a specific document, EQT refers Plaintiffs to that document for its contents, which speaks for itself. EQT is without sufficient

knowledge or information to admit or deny the remaining allegations contained in this paragraph, and therefore denies them.

460. EQT is without sufficient knowledge or information to form a belief as to various property or contract rights that Cochran may have acquired that entitle her to royalties or other compensation for gas production from the subject property, and therefore denies the allegations in this paragraph.

461. EQT is without sufficient knowledge or information to admit or deny the allegations in this paragraph, and therefore denies them.

462. EQT is without sufficient knowledge or information to admit or deny the allegations in this paragraph, and therefore denies them.

463. To the extent Plaintiffs reference a portion of a specific document, EQT refers Plaintiffs to that document for its contents, which speaks for itself. EQT is without sufficient knowledge or information to admit or deny the remaining allegations contained in this paragraph, and therefore denies them.

464. To the extent Plaintiffs reference a portion of a specific document, EQT refers Plaintiffs to that document for its contents, which speaks for itself. EQT is without sufficient knowledge or information to admit or deny the remaining allegations contained in this paragraph, and therefore denies them.

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472. To the extent Plaintiffs reference a portion of a specific document, EQT refers Plaintiffs to that document for its contents, which speaks for itself. EQT is without sufficient knowledge or information to admit or deny the remaining allegations contained in this paragraph, and therefore denies them.

473. To the extent Plaintiffs reference a portion of a specific document, EQT refers Plaintiffs to that document for its contents, which speaks for itself. EQT is without sufficient knowledge or information to admit or deny the remaining allegations contained in this paragraph, and therefore denies them.

474. The allegations in this paragraph state legal conclusions to which no response is required. To the extent a response is required, EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

### **CLASS ACTION ALLEGATIONS**

475. EQT admits that the TAC was filed as a class action by the plaintiff class representatives described in the TAC, but denies that Plaintiffs are entitled to any relief, either in their individual capacities or as class representatives. The remaining allegations state legal conclusions to which no response is required. To the extent a response is required, EQT denies the remaining allegations in this paragraph.

476. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

477. To the extent Plaintiffs reference a portion of a specific document, EQT refers Plaintiffs to that document for its contents, which speaks for itself. The remaining allegations in this paragraph state legal conclusions to which no response is required. To the extent a response is required, EQT denies the remaining allegations in this paragraph.

478. EQT denies the allegations in paragraph 478.

479. EQT denies the allegations in paragraph 479.

480. EQT denies the allegations in paragraph 480.

481. EQT denies the allegations in paragraph 481.

482. EQT denies the allegations in paragraph 482.

483. EQT denies the allegations in paragraph 483.

484. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

485. EQT denies the allegations in paragraph 485.

486. EQT denies the allegations in paragraph 486.

**FIRST CAUSE OF ACTION**  
**Trespass by Diversified (Common Law Class only)**

487. No response is required to the allegations contained in this paragraph. EQT incorporates its responses to paragraphs 1-486 by reference as if fully stated verbatim herein.

488. The allegations in this paragraph state legal conclusions to which no response is required. To the extent a response is required, EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

489. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

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492. The allegations in this paragraph state legal conclusions to which no response is required. To the extent a response is required, EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

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494. The allegations in this paragraph state legal conclusions to which no response is required. To the extent a response is required, EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

**SECOND CAUSE OF ACTION**  
**Negligence by Diversified (Common Law Class only)**

495. No response is required to the allegations contained in this paragraph. EQT incorporates its responses to paragraphs 1-494 by reference as if fully stated verbatim herein.

496. The allegations in this paragraph state legal conclusions to which no response is required. To the extent a response is required, EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

497. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

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499. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

500. The allegations in this paragraph state legal conclusions to which no response is required. To the extent a response is required, EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

**THIRD CAUSE OF ACTION**  
**Avoidance and Recovery of a Voidable Transfer as the Result of an Actual Fraudulent**  
**Transfer (Voidable Transfer Class only)**

501. No response is required to the allegations contained in this paragraph. EQT incorporates its responses to paragraphs 1-500 by reference as if fully stated verbatim herein.

502. EQT denies the allegations in paragraph 502.

503. The allegations in this paragraph state legal conclusions to which no response is required. To the extent a response is required, EQT denies the allegations in paragraph 503.

504. The allegations in this paragraph state legal conclusions to which no response is required. To the extent a response is required, EQT denies the allegations in paragraph 504.

505. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.



506. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

507. EQT denies the allegations in paragraph 507.

508. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

509. EQT denies the allegations in paragraph 509.

510. EQT denies the allegations in paragraph 510.

511. The allegations in this paragraph state legal conclusions to which no response is required. To the extent a response is required, EQT denies the allegations in paragraph 511.

512. The allegations in this paragraph state legal conclusions to which no response is required. To the extent a response is required, EQT denies the allegations in paragraph 512.

**FOURTH CAUSE OF ACTION**  
**Avoidance and Recovery of Voidable Transfer as the Result of a Constructive Fraudulent**  
**Transfer (Voidable Transfer Class only)**

513. EQT denies the allegations in paragraph 513.

514. EQT denies the allegations in paragraph 514.

515. EQT denies the allegations in paragraph 515.

516. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

517. The allegations in this paragraph state legal conclusions to which no response is required. To the extent a response is required, EQT denies the allegations in paragraph 517.

518. The allegations in this paragraph state legal conclusions to which no response is required. To the extent a response is required, EQT denies the allegations in paragraph 518.

519. EQT is without sufficient knowledge or information to admit or deny the allegations contained in this paragraph, and therefore denies them.

520. The allegations in this paragraph state legal conclusions to which no response is required. To the extent a response is required, EQT denies the allegations in paragraph 520.

521. The allegations in this paragraph state legal conclusions to which no response is required. To the extent a response is required, EQT denies the allegations in paragraph 521.

### **REQUEST FOR RELIEF**

1. EQT denies that Plaintiffs are entitled to any relief sought in their individual capacities or on behalf of a class, and objects to the relief requested in subparagraphs 1-11.

### **AFFIRMATIVE DEFENSES**

EQT submits the following affirmative defenses to the allegations and claims Plaintiffs assert in the TAC. By pleading these defenses, EQT does not assume the burden of proof, except as to those defenses deemed by law to be affirmative defenses, irrespective of how they are pleaded in this Answer.

#### **FIRST AFFIRMATIVE DEFENSE**

##### *(Failure to Meet Rule 23 Requirements)*

Plaintiffs' claims, purported to be brought on behalf of two putative classes of similarly situated West Virginia property owners, cannot be sustained as a class action and do not meet the requirements of Federal Rule of Civil Procedure 23.

#### **SECOND AFFIRMATIVE DEFENSE**

##### *(Statute of Limitations and Laches)*

Plaintiffs' claims are barred in whole or in part by the applicable statute of limitations and/or the doctrine of laches.

#### **THIRD AFFIRMATIVE DEFENSE**

##### *(Improper Collateral Attack)*

Plaintiffs' claims are barred in whole or in part because they constitute an improper collateral attack on the Office of Oil and Gas's consent order establishing that Diversified is not currently obligated to plug the relevant wells and may instead proceed on an authorized plugging schedule.

#### FOURTH AFFIRMATIVE DEFENSE

##### *(Preemption)*

Plaintiffs' claims are barred in whole or in part because Diversified cannot plug any wells without the Office of Oil and Gas's approval, and Plaintiffs' requested relief that Diversified plug all wells immediately would interfere with the Office of Oil and Gas's supervisory authority. *See* W. Va. Code § 22-6-28.

#### FIFTH AFFIRMATIVE DEFENSE

##### *(Compliance with Statutes and Regulations)*

Plaintiffs' claims are barred in whole and in part because the Office of Oil and Gas, which is charged with establishing the scope of any duty to plug wells, has already determined that Diversified has no current duty to plug the relevant wells. *See* W. Va. Code § 22-6-19.

#### SIXTH AFFIRMATIVE DEFENSE

##### *(Failure to Meet AFTA and AUTA Requirements)*

Plaintiffs' actual and constructive fraudulent transfer claims cannot be sustained because Plaintiffs are not creditors under the Alabama Fraudulent Transfer Act and Alabama Uniform Voidable Transactions Act.

#### SEVENTH AFFIRMATIVE DEFENSE

##### *(Lack of Ripeness)*

Claims brought by Plaintiffs with currently producing wells are premature because there is currently no obligation to plug those wells currently producing oil and/or natural gas and those Plaintiffs suffer no current damages as a result of any failure to plug those wells.

#### **RESERVATION OF RIGHTS AND DEFENSES**

EQT has not knowingly or intentionally waived any applicable defenses and reserves the right to assert and rely on such other applicable defenses as may become available or apparent during discovery proceedings. EQT reserves the right to amend its Answer and/or Defenses accordingly, and/or withdraw defenses that it determines to be inapplicable during the course of subsequent discovery.

#### **PRAYER FOR RELIEF**

WHEREFORE, EQT respectfully requests that the Court grant judgment against Plaintiffs on all claims asserted in the TAC; enter judgment in favor of EQT; dismiss the TAC with prejudice; award EQT its costs and attorneys' fees incurred in defending this action, according to law and contract; and grant such other and further relief as the Court deems just and proper.

Respectfully submitted:

Dated: August 29, 2023

/s/ Jennifer J. Hicks

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*Counsel for Defendants EQT Production Company, EQT Gathering, LLC, and EQT Corporation*

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF WEST VIRGINIA  
WHEELING DIVISION**

MARK MCEVOY, *et al.*,

Plaintiffs,

v.

DIVERSIFIED ENERGY COMPANY PLC,  
*et al.*,

Defendants.

Civil Action No. 5:22-cv-00171-JPB  
Judge John P. Bailey

**CERTIFICATE OF SERVICE**

The undersigned, as counsel for Defendants EQT Production Company, EQT Gathering, LLC, and EQT Corporation hereby certifies that a true and correct copy of the foregoing *EQT Defendants' Answer and Affirmative Defenses to Plaintiffs' Third Amended Class Action Complaint* was filed this 29th day of August 2023, through this Court's CM/ECF System, which will send a notice of the electronic filing to the following:

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